

**SAFE**

5116020

11-02-2004-shhLEASE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into as of the 8<sup>th</sup> day of November, 2004, by and between GALILEO CORTLANDT LLC, a New York limited liability company, ("Landlord") and TOWN CENTER DELI, INC ("Tenant")

WITNESSETH:

WHEREAS, by instrument dated March 22, 1999, (together with any and all guarantees, modifications, extensions, renewals, assignments and subletting thereof, collectively the "Lease"), Landlord did lease unto Tenant certain premises in ~~Town Center Plaza South~~ <sup>Town Center Plaza South</sup>, located in ~~Cleveland, Tennessee~~ <sup>Cleveland, Ohio</sup>, referred to as space "A-5", containing approximately 2,000 square feet, to which Lease reference is hereby made for all terms and provisions, and,

WHEREAS, Landlord and Tenant now desire to modify and amend the Lease to reflect changes

NOW THEREFORE, in consideration of the premises, the promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended and the parties mutually agree as follows

1 As of the Effective Date of this Agreement Section 1 (b) of the Lease is hereby amended and the following is added in lieu thereof TERM - shall be extended for five (5) years commencing April 1, 2014 and expiring March 31, 2019. (the "Extended Term")

2 As of the Effective Date of this Agreement, Section 1 (c) of the Lease is hereby amended and the following is added in lieu thereof MINIMUM ANNUAL RENT - Sixty Three Thousand Forty and 00/100 Dollars (\$63,040.00) per year for each year and through the balance of the Extended Term

3 As of the Effective Date of this Agreement, Section 1 (d) of the Lease is hereby amended and the following is added in lieu thereof PERCENTAGE RENT AND BASE shall remain unchanged

4 As of the Effective Date of this Agreement, the following shall be added and made a part thereof Option to Extend. This Lease, at the option of Tenant, exercised by written notice to Landlord given not less than one (1) year prior to the expiration of the initial Term (time is of the essence), may be extended for one (1) period of five (5) years upon the terms and conditions set forth in this Lease, provided, however, there shall be no further options to extend and the Minimum Annual Rent shall be increased to Sixty Nine Thousand Three Hundred Forty and 00/100 Dollars (\$69,340.00) per year for each year of the extension period, and Percentage Rent shall remain unchanged and further provided that Tenant has not been in default of any of the terms of this Lease at any time (regardless of whether such default was cured)

Additionally, Tenant recognizes and acknowledges that Landlord's agreement to the provisions described herein is given in consideration for Tenant's agreement to fully, faithfully and timely comply with Tenant's Lease obligations and if at anytime during the Term of this Lease Tenant defaults in its performance of any of its obligations according to the terms of this Lease (regardless of whether such default is cured) then the provisions of this Item #4 shall be null and void *ab initio* and of no further force or effect as if the provision had never been in effect

The effective date of this Lease Extension and Modification Agreement shall be as of the date first above written

Except as hereinabove amended, all terms and conditions of the Lease shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties have executed this Lease Extension and Modification Agreement as of the day and date first above written

ATTEST:  
(corporate seal)

By Mildred W. Hooper  
Mildred W. Hooper  
Its Assistant Secretary

LANDLORD:

Gahleo Cortlandt LLC, a New York limited liability company, FEIN 86-1084534 By CBL & Associates Management, Inc, a Delaware limited corporation, managing agent, FEIN 67-1542279

By: Jim Dunn  
Jim Dunn  
Its Vice President/Director of Leasing Community Centers  
Date 11/8/04

TENANT:

TOWN CENTER DELI, INC.  
Federal Identification Number: \_\_\_\_\_

By: Marc Hiltzley  
Print Name Marc Hiltzley  
Its \_\_\_\_\_

Date 11/4/04

ATTEST/WITNESSES:  
(corporate seal)

By Steve Mauro  
Print Name Steve Mauro  
Its \_\_\_\_\_